

The Honorable Rosanna Malouf Peterson

Vasudev N. Addanki, WSBA #41055

Betts Patterson & Mines, P.S.

One Convention Place, Suite 1400

701 Pike Street

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Attorneys for Defendant State Farm

Mutual Automobile Insurance Company

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON
AT RICHLAND

TONI L. MYERS.

NO. 4:21-CV-05015-RMP

Plaintiff,

ANSWER AND AFFIRMATIVE
DEFENSES TO COMPLAINT
FOR DAMAGES AND
DEMAND FOR JURY TRIAL

STATE FARM MUTUAL
AUTOMOBILE INSURANCE
COMPANY, a foreign corporation.

Clerk's Action Required

Defendant.

COMES NOW defendant State Farm Mutual Automobile Insurance Company (hereinafter "State Farm"), by and through its attorney of record, Vasudev N. Addanki of Betts, Patterson & Mines, P.S., and answers plaintiff's Complaint for Damages and Demand for Jury Trial as follows:

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I. PARTIES

1.1 State Farm has insufficient information to admit or deny the truth of the allegations in paragraph 1.1 and therefore denies the same.

1.2 Admitted.

II. AMOUNT IN CONTROVERSY

2.1 State Farm has insufficient information to admit or deny the truth of the allegations in paragraph 2.1 and therefore denies the same.

2.2 State Farm has insufficient information to admit or deny the truth of the allegations in paragraph 2.2 and therefore denies the same.

2.2 [sic] State Farm admits only those allegations that are consistent with the March 28, 2016 letter to State Farm and denies those allegations that are inconsistent with the March 28, 2016 letter to State Farm, which speaks for itself. To the extent any allegations in paragraph 2.2 remain, State Farm denies them.

2.3 State Farm admits only those allegations that are consistent with the April 5, 2016 letter to plaintiff's counsel and denies those allegations that are inconsistent with the April 5, 2016 letter to plaintiff's counsel, which speaks for itself. To the extent any allegations in paragraph 2.3 remain, State Farm denies them.

2.4 State Farm admits that it issued Policy No. 2829-989-47I to Toni L. Myers as named insured. Answering further, State Farm admits only those allegations that are consistent with Policy No. 2829-989-47I and denies those allegations that are inconsistent with Policy No. 2829-989-47I, which speaks for itself. State Farm denies the remaining allegations of paragraph 2.4.

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III. JURISDICTION

3.1 Admit.

3.2 Admit.

IV. FACTS: THE UIM CLAIM

4.1 State Farm incorporates its answers to paragraphs 1.1 through 3.2 as if fully set forth herein.

4.2 State Farm admits only those allegations that are consistent with the April 4, 2019 letter to State Farm and denies those allegations that are inconsistent with the April 4, 2019 letter to State Farm, which speaks for itself. To the extent any allegations in paragraph 4.2 remain, State Farm denies them.

4.3 State Farm admits only those allegations that are consistent with the May 31, 2019 letter to plaintiff's counsel and denies those allegations that are inconsistent with the May 31, 2019 letter to plaintiff's counsel, which speaks for itself. To the extent any allegations in paragraph 4.3 remain, State Farm denies them.

4.4 State Farm admits only those allegations that are consistent with the June 17, 2019 letter to State Farm and denies those allegations that are inconsistent with the June 17, 2019 letter to State Farm, which speaks for itself. To the extent any allegations in paragraph 4.4 remain, State Farm denies them.

4.5 State Farm admits only those allegations that are consistent with the June 27, 2019 letter to plaintiff's counsel and denies those allegations that are inconsistent with the June 27, 2019 letter to plaintiff's counsel, which speaks for itself. To the extent any allegations in paragraph 4.5 remain, State Farm denies them.

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4.6 State Farm admits only those allegations that are consistent with the July 15, 2019 letter to State Farm and denies those allegations that are inconsistent with the July 15, 2019 letter to State Farm, which speaks for itself. To the extent any allegations in paragraph 4.6 remain, State Farm denies them.

4.7 Denied.

4.8 State Farm has insufficient information to admit or deny the truth of the allegations of paragraph 4.8 and therefore denies the same.

4.9 Denied.

4.10 State Farm admits only those allegations that are consistent with the March 20, 2020 communication to plaintiff's counsel and denies those allegations that are inconsistent with the March 20, 2020 communication to plaintiff's counsel, which speaks for itself. To the extent any allegations in paragraph 4.10 remain, State Farm denies them.

V. FACTS: THE IFCA NOTICE

5.1 State Farm incorporates its answers to paragraphs 1.1 through 4.10 as if fully set forth herein.

5.2 State Farm admits only those allegations that are consistent with the April 6, 2020 IFCA notice to State Farm and denies those allegations that are inconsistent with the April 6, 2020 notice letter to State Farm, which speaks for itself. To the extent any allegations in paragraph 5.2 remain, State Farm denies them.

5.3 State Farm admits only those allegations that are consistent with the April 6, 2020 IFCA notice to State Farm and denies those allegations that are inconsistent with the April 6, 2020 notice letter to State Farm, which speaks for

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1
2 itself. To the extent any allegations in paragraph 5.3 remain, State Farm denies
3 them.

4 5.4 State Farm admits only those allegations that are consistent with the
5 April 6, 2020 IFCA notice to State Farm and denies those allegations that are
6 inconsistent with the April 6, 2020 notice letter to State Farm, which speaks for
7 itself. To the extent any allegations in paragraph 5.4 remain, State Farm denies
8 them.

9 5.5 State Farm admits the first two sentences of paragraph 5.5. State
10 Farm denies the remaining allegations of paragraph 5.5.

11 **VI. FIRST CAUSE OF ACTION AGAINST STATE FARM: BREACH
12 OF CONTRACT**

13 6.1 State Farm incorporates its answers to paragraphs 1.1 through 5.5 as
14 if fully set forth herein.

15 6.2 State Farm admits only those duties imposed by law and therefore
16 denies any allegations in paragraph 6.2 that are inconsistent with said duties. To
17 the extent any allegations remain, State Farm denies them.

18 6.3 State Farm admits only those duties imposed by law and therefore
19 denies any allegations in paragraph 6.3 that are inconsistent with said duties. To
20 the extent any allegations remain, State Farm denies them.

21 6.4 Denied.

22 6.5 Denied.

23 6.6 Denied.

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2 **VII. SECOND CAUSE OF ACTION AGAINST STATE FARM:**
3 **VIOLATIONS OF THE CONSUMER PROTECTION ACT**

4 7.1 State Farm incorporates its answers to paragraphs 1.1 through 6.6 as
5 if fully set forth herein.

6 7.2 Denied.

7 7.3 Denied.

8 7.4 Denied.

9
10 **VIII. THIRD CAUSE OF ACTION AGAINST STATE FARM:**
11 **NEGLIGENCE/BAD FAITH**

12 8.1 State Farm incorporates its answers to paragraphs 1.1 through 7.4 as
13 if fully set forth herein.

14 8.2 State Farm admits only those duties imposed by law and therefore
15 denies any allegations in paragraph 8.2 that are inconsistent with said duties. To
16 the extent any allegations remain, State Farm denies them.

17 8.3 State Farm admits only those duties imposed by law and therefore
18 denies any allegations in paragraph 8.3 that are inconsistent with said duties. To
19 the extent any allegations remain, State Farm denies them.

20 8.4 Denied.

21 8.5 Denied.

22 8.6 Denied.

23
24 **IX. FOURTH CAUSE OF ACTION AGAINST STATE FARM:**
25 **VIOLATION OF THE INSURANCE FAIR CONDUCT ACT**

26 9.1 State Farm incorporates its answers to paragraphs 1.1 through 8.6 as
27 if fully set forth herein.

28 9.2 Denied.

1
2 9.3 Denied.
3
4 9.4 Denied.

X. PRAYER FOR RELIEF

5 1. State Farm denies plaintiff is entitled to the relief she seeks in
6 paragraphs 1-6, inclusive.

7 2. Any allegation in plaintiff's Complaint not specifically addressed
8 is hereby denied.

XI. AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

11 Plaintiff's claims are barred by the doctrines of *laches*, waiver, and/or
12 estoppel.

SECOND AFFIRMATIVE DEFENSE

15 Plaintiff has failed to state a claim upon which relief may be granted.

THIRD AFFIRMATIVE DEFENSE

17 Plaintiff has failed to mitigate her damages.

FOURTH AFFIRMATIVE DEFENSE

19 Plaintiff has been paid for all of her alleged damages and injuries and is not
20 entitled to a double recovery. To the extent said damages have already been paid
21 by State Farm, Gregory Morrison, and/or any other insurance company on his
22 behalf or any other person's behalf, State Farm is entitled to a credit and/or offset.

FIFTH AFFIRMATIVE DEFENSE

24 Plaintiff's injuries and damages may have been caused in whole or in part
25 by the negligent and/or willful conduct of other parties, including but not limited

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1 to Gregory Morrison, over whom State Farm has no control or right of control.
2

3 **SIXTH AFFIRMATIVE DEFENSE**

4 At all material times, State Farm's conduct was reasonable.

5 **XII. RESERVATION OF RIGHTS**

6 State Farm reserves its right to amend its Answer and Affirmative Defenses
7 pursuant to any other affirmative defense disclosed through further discovery.

8 **XIII. PRAYER FOR RELIEF**

9 WHEREFORE, State Farm prays for judgment as follows:

10 1. Dismissing plaintiff's Complaint against State Farm *with prejudice*;
11 2. Awarding State Farm its costs and expenses, including reasonable
12 attorneys' fees, incurred in defense of this action; and
13 3. Awarding to State Farm such other and further relief as the Court
14 may deem just and proper.

15 DATED this 25th day of March, 2021.

16 BETTS, PATTERSON & MINES P.S.

17
18 By /s Vasudev N. Addanki
19 Vasudev N. Addanki, WSBA #41055
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Mutual Automobile Insurance Company

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CERTIFICATE OF SERVICE

I, Vasudev N. Addanki, hereby certify that on March 25, 2021, I electronically filed the following:

- **Answer to Complaint for Damages and Demand for Jury Trial;**
and
- **Certificate of Service.**

with the Court using the CM/ECF system which will send notification of such filing to the following:

Counsel for Plaintiff Toni L. Myers

Kyle C. Olive
Olive Law Northwest, PLLC
1218 3rd Ave Ste 1000
Seattle, WA 98101-3290

DATED this 25th day of March 2021.

BETTS, PATTERSON & MINES P.S.

By /s Vasudev N. Addanki
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